

NEWSBRIEF

SUMMER 2009

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ORBIC
GROUP LIMITED



First in the country

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WRIGHT HASSALL
SOLICITORS

Equal pay a long way away

According to the government, if no action is taken to deal with discrimination, the pay gap between men and women will not close until 2085 and it will take a further 25 years for people from ethnic minorities to have the same job prospects as their white counterparts.

In response to this concern, Harriet Harman has published the Equality Bill which is due to take effect from Autumn 2010.

It will replace the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination 1995, much of the Equality Act 2006, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Age) Regulations 2006 and the Equality Act (Sexual Orientation) Regulations 2007.

The Bill has two main purposes: the harmonisation of discrimination law and the strengthening of the law to support progress on equality. The following are most likely to affect private sector businesses:

Gender Pay Reports

The government wants private sector employers with at least 250 employees in Great Britain to publish information on what they pay their male and female employees. The government has suggested that it does not intend to regulate under this power before 2013. However, it is likely that those employers who choose not to publish this information on a voluntary basis during this interim period will be forced to do so after 2013.

Ban on Secrecy Clauses

Secrecy clauses in employment contracts will be banned so employers will no longer be able to

prevent employees discussing their pay with colleagues. This is considered to be vital in order to close the pay gap as employees would seek to establish whether a pay differential is because of gender, race, disability, age etc.

Positive Action: Recruitment and Promotion

Employers will be able to take positive action to appoint a person from an under-represented group provided that all the candidates are equally suitable. This means that employers can take protected characteristics into consideration when deciding who to recruit or promote where people having that protected characteristic are in a minority. It should, however, be noted that positive discrimination (appointing someone because of the characteristic regardless of merit) as opposed to positive action, will remain illegal.

Employers are advised to have statistical evidence available to show there is an under-representation in their workforce when operating a positive action policy. Employers should also ensure that their recruitment processes are sufficiently rigorous so that all candidates have a fair opportunity to put forward their case.

The Equality Bill should receive Royal Assent in the spring of 2010 with a view to commencement in autumn 2010. We would be happy to help employers review the likely impact of the Bill on their businesses and consider ways in which current practices should be adjusted in order to accommodate the forthcoming changes.

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First home saved by mortgage rescue scheme

Wright Hassall has joined forces with the Orbit Group to complete the first deal under a £200 million government scheme – saving a vulnerable family from repossession.

Housing association Orbit Group, based in Coventry, worked with Wright Hassall to buy a house in Norfolk, from a family who could no longer pay their mortgage.

Under the mortgage rescue scheme, housing associations receive funding to help purchase the house – which, in turn, enables the owner to pay off the mortgage – providing the family remains at the property as tenants.

It is hoped that similar buyouts will avoid 6,000 repossessions across England.

Jenny Birch, of the Orbit Group, said: "The purpose of this scheme is to prevent the most vulnerable families from losing everything they have because of debt.

"We are delighted to complete the first deal because it has stopped a family from enduring the trauma of repossession. They can now regain control of their finances and rebuild for the future."

The mortgage rescue scheme is aimed at families who would be eligible for homelessness assistance.

Ruth Harries, of Wright Hassall's residential development unit, said: "In this type of situation, communication and speed are both essential – and we've had those with Orbit.

"The result is literally life-changing for the family and we're proud to have played a part in this first deal."

Pictured front page: Jenny Birch, of the Orbit Group, with Russell Spencer, of Wright Hassall's residential development team.



Question time: Gill Young, from Myton Hospice, with Nick Abell and Charles McKenzie, both of Wright Hassall, at the firm's annual charity quiz.

Bright sparks

A battle of brains in Warwickshire raised more than £2,300 for Myton Hospice. The annual Wright Hassall charity quiz saw 160 professionals from the Midlands test their knowledge, in the law firm's first event for its charity of the year. The winners were 'The Warwickshire Brummies' from Catalyst Corporate Finance in Cherry Street, Birmingham.

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JUST THE TICKET: *Wright Hassall proved very accommodating as far as the Rotary International's 100th Convention was concerned.*

WH gave 15 local volunteers office space for a week, to organise and send out the 25,000 tickets to delegates who attended the 2009 show in Birmingham.

Wright Hassall partner and vice chair of the organising committee, Robert Lee, said: "We were more than happy to provide some space to the volunteers and, as a Rotarian, I must say that they have provided a tremendous service."



Hard times call for tough measures

Effective credit control starts at the outset of your relationship with a potential new customer – long before an invoice is raised. Doing business with them should be a considered decision based on an assessment of risk.

If you are planning to give credit then don't leave it to chance. Make sure you know who you are dealing with (individual, sole trader, partnership, LLP, company) and then check their credit worthiness first. Consider taking security such as directors' guarantees and don't leave yourself over-exposed. Think carefully whether you should be trading with them at all and keep them under review for the duration of your trading relationship.

Consider the terms on which you are prepared to

experiencing financial difficulty. For example, are they taking longer than usual to release payment? This will enable you to be first in the creditors' queue to recover your money before the business fails.

Remember the tools at your disposal if things don't go according to plan:

1. For a Limited Liability Partnership or Company, failure to make payment of monies is evidence of their insolvency and entitles the creditor to present a petition that they be the subject of a Winding-Up Order. Providing the debt is overdue (hence the benefit of terms providing for payment forthwith) and there is no genuine dispute, a letter advising of your intention to initiate Winding-Up proceedings in a matter of days is a very effective threat and generally more so than that of County Court proceedings. The objective is to secure payment quickly, ideally before other creditors, and before your customer realises that they are unable to continue trading.

For an individual, sole trader or a partnership you can serve a statutory demand, which requires payment of the debt within 21 days, after which a petition for their bankruptcy can be issued. Again, the debt must be overdue and not disputed.

The effect of a winding-up or bankruptcy order is more immediate than a County Court Judgment and can secure payment for you ahead of other creditors.

2. Initiating proceedings in the County or High Court. This process routinely begins with a letter of claim which is followed by the issue of proceedings and, in the absence of a defence being filed, proceeds to Judgment. Once a Judgment has been secured (typically five to six weeks after initiating the process) enforcement action can be taken if the debt still remains unpaid.

There is no substitute for due diligence: it is vital that you know your customer.

Act quickly at the first sign of trouble. Any delay could be the difference between a successful recovery and a bad debt.

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If you are planning to give credit to a new customer don't leave it to chance. Make sure you do your homework. ELAINE CROWDER explains why.

undertake business with your potential new customer.

A retention of title clause might enable you to recover your goods in lieu of payment.

Invoices payable forthwith will enable action to be taken to recover payment at the earliest possible time.

Implement a reliable credit control process and follow up on all invoices routinely – telephone your customer as well as sending statements and letters/e-mails requesting payment. Are you being met with promises of payment that fail to materialise or being asked to extend credit terms?

Personal relationships can be key to collecting your money. Maintain personal contact with your client as a matter of routine. Be aware who is responsible for making payments and how their payment system operates – this way you can detect any change in their working practices which might indicate they are

Gas alert for landlords

Since 1 April 2009 anyone carrying out inspections or work on gas appliances or flues must be on the new Gas Safe Register. The Register replaces the previous CORGI registration scheme and will be maintained by Capita, who have been awarded the gas safety contract by the Health and Safety Executive for the next 10 years.

CORGI registration no longer carries any statutory force and landlords should ensure that any engineer carrying out work on gas appliances or flues is on the new Gas Safe Register, or risk breaching the Gas Safety (Insulation and Use) Regulations 1998. This applies to commercial and residential landlords (including registered social landlords) alike.

Given there was no grace period, there has been very little in the way of prominent publicity concerning this important change. Landlords who have entered into long-term contracts with companies to provide gas safety inspections and servicing should check at once that their contractors have registered under the new scheme.

Members of the new scheme will display the Gas Safe Register logo and landlords should look out for this. Before any work is carried out, landlords should ask the engineer for a sight of his Gas Safe Register ID card.

Landlords can find or check a Gas Safe registered engineer 24 hours a day, 7 days a week online at www.GasSafeRegister.co.uk, or by calling 0800 408 5500.

For more information about this, or any other residential property matter, contact Mary Rouse.

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Record numbers

The Wright Hassall Regency Run has raised more than £100,000 for local charities. The event, organised by the Leamington Round Table, attracted 2,200 runners and was won by Ryan Kenny, of Coventry Godiva Harriers, in a record time of 31.53. There was also a new women's record of 34.48 set by Kenyan international Joyce Kirui, who is training in the area.

The Wright Hassall quartet of David Owen, Richard Herdman, Philip Harris and Glynn Davies won the team event.

The contractor, the planning permission and the section 106 agreement

"To carry out the Building Works in accordance with the terms of this Agreement, the Specification, the Drawings, the Planning Permission and the Section 106 Agreement...."

So runs the start of many a clause setting out a design and build contractor's obligations. The first three items are easy enough to recognise, even though they may not be that easy to accommodate, but what about the planning permission and section 106 agreement?

Planning permissions are familiar enough but the section 106 agreement (which relates to infrastructure and community requirements) having undergone various transformations, now sits within the Town and Country Planning Act 1990 and is usually required for any significant development.

The planning permission and the section 106 agreement have a symbiotic relationship – sometimes the mechanism of conditions will not adequately control and regulate the proposed development, and resort has to be had to the law of contract, underpinned in this case by statute. Bring in now the design and build contractor who has to take on board the design and development control parameters – with his single point of responsibility under his contract he cannot ignore the planning permission and the section 106 agreement, since these two documents will underpin the basis of any development.

There are many ways in which the design and



build contractor will be involved with a section 106 agreement and planning permission. Perhaps he is the developer and possibly a party to the 106 agreement, in which case he may have had a hand in the negotiations. Or, the development proposal might have been brought to him with the 106 agreement and planning permission already in place. It may be a turnkey project, or a "golden brick" development, or an agreement for lease, or simply (!) arising under amendments to a standard form of building contract. But neither can be ignored – enforcement is a real and present danger.

So what might the contractor be faced with?

1 Financial requirements – contributions to highway infrastructure, education, open space, libraries.

2 Offsite works – to mitigate the impact of the development.

3 Pre-implementation conditions – remediation works, flood risk assessments, landscaping.

4 Pre-occupation conditions – usually linked to payment of contributions but can relate to completion of social housing, or sports or other facilities.

5 Social housing provision – integrated proportions, as to mix and tenure and so the list goes on . . . phasing development, design standards, walking bus routes, travel plans, sustainability issues, eco-homes and so on.

And there the contractor stands, like the conductor of some splendid orchestra, reading the score, keeping time, bringing in the various sections to the design and build contract – architect, engineer, building services engineer, sustainable homes assessor, designing sub-contractors – all the while making sure that each shares his responsibility in complying with the section 106 agreement and planning permission; not forgetting of course the need for collateral warranties by and for those involved in the contractual matrix. All this until the finale, when practical completion is achieved, the conditions to the planning permission are discharged, compliance is confirmed, and . . . finally, the contract is put away.

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Points based system for migrants subject to

In March 2006 the UK government announced its proposals for the introduction of a new points based system designed to manage migration into the UK for the purposes of work or study.

The new system, consisting of 5 Tiers, would replace the 80+ existing routes into the UK to work and study providing a more transparent, simplified system.

Under the tiered system, points are awarded in accordance with the applicant's abilities, qualifications and age and vary according to the particular Tier under which the individual is applying.

The 5 Tiers are as follows: Tier 1: highly skilled workers, investors and entrepreneurs; Tier 2: sponsored skilled workers; Tier 3: low skilled workers filling specific temporary labour shortages; Tier 4: students; Tier 5: youth mobility scheme and temporary workers e.g. musicians performing in concert.

Over the past 14 months the various Tiers have been rolled out in the UK starting on 29th February 2008 with Tier 1 for highly skilled workers. This has recently been the subject of a significant revision.

Tier 5 of the points based system was introduced on 27th November

2008 and relates to temporary workers and youth mobility. It replaces a number of categories including, to a limited extent, the Training and Work Experience Scheme (TWES) which previously fell under the work permit arrangements and the working holidaymaker scheme.

On 27th November 2008 the work permit arrangements were closed and effectively replaced by Tier 2. Under Tier 2 all UK employers have to obtain a licence from the UK Border Agency (UKBA). Licence applications are filed online with the UKBA accompanied by a fee which ranges from £300 to £1,000. Employers applying for a sponsor licence must also submit a number of company documents (e.g., annual report and VAT registration) to confirm their legitimacy.

In response to the current economic climate, recent changes have been made to Tier 2 (General) to ensure that companies give the resident labour force ample opportunity to apply for available positions. On 22nd February the then Home Secretary announced that, as of 31st March 2009, all jobs must be advertised for up to two weeks in Jobcentre Plus before a skilled migrant can be offered the position. This is in addition to the advertising

requirements set

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Imposing your own terms and conditions

Suppliers and customers would ideally prefer to rely on their own respective standard conditions. But in order to be of any use at all, these have to be incorporated into the contract between seller and buyer.

Standard terms of sale, normally used by suppliers, are becoming more commonly used by purchasers (especially large national retailers). Problems start when both supplier and purchaser present each other with their own standard conditions of purchase resulting in two conflicting sets of standard terms jockeying for precedence; the so-called "battle of the forms".

Businesses using standard terms need to take all reasonable steps to bring the conditions to the other side's attention. The best way is to point out the conditions expressly in pre-contract correspondence. However this gesture almost invites the other side to negotiate the terms – which is precisely what standard conditions are designed to avoid. The difficulty is in determining which terms prevail. If each side seeks to impose its own terms, there is no acceptance at all. In practice, this means that the last set of terms, dispatched prior to acceptance or performance (the last shot fired in the battle of the forms), will prevail.

Solutions

Practically, a seller has (only) two alternative



courses of action: one is less commercially attractive but more likely to result in legal certainty, the other is usually more attractive from a commercial standpoint, less so legally.

Negotiate

The first option is to negotiate the terms with the buyer. If the seller's conditions are expressly agreed as governing the contract then specific, agreed variations can be set out in a side letter. The advantage is that, once agreement is reached, the parties know exactly where they stand legally. The disadvantage is that negotiating the contractual terms may be costly and time consuming.

Fire the last shot!

Alternatively, ensure that the conditions at least appear in pre-contract and contract documentation. This might include product brochures and catalogues, tender/proposal forms, acknowledgement of orders, delivery notes and invoices too. However, this tactic can fail as in the case of *British Road Services Limited v Arthur Crutchley & Co Limited* ([1968] 1 All ER 811). The dispute concerned a consignment of whisky delivered to the buyer's warehouse. The delivery note contained the company's standard conditions – about as late a pre-performance document as is possible – but instead of simply signing the note, the buyer's warehouseman stamped it "Received on [the Buyer's] conditions". Given the long history of dealings between the two parties, the Court of

Appeal held that the rubber stamp constituted the last shot of the battle and the buyer's conditions prevailed.

This sort of battle of the forms studiously avoids the burden of addressing the other party's standard conditions and, for many businesses, they have the added benefit of being undiluted and uncompromised by negotiation and should therefore offer strong protection. However, battling it out in this manner does not carry the legal certainty of a negotiated agreement.

Drafting?

One drafting solution which has attempted to address this situation is to incorporate a prevail clause in the standard terms (see below) which stipulates that (where, for example, the terms are issued by the supplier) the supplier's terms will prevail over any terms issued by the purchaser:

"Application of terms

Subject to any variation under condition [] these Conditions form part of the Contract to the exclusion of all other terms and conditions (including any terms or conditions which the Purchaser purports to apply under any purchase order, confirmation of order, specification or other document)."

However, if the standard terms haven't been accepted then neither will this clause if both parties are trying to impose their own terms via counter-offers. However, these types of clause continue to be inserted in the hope that the other party will assume that nothing will be gained from trying to impose their own terms. However, if suppliers' sales teams are astute enough, they will deal with this potential problem, by responding to purchase terms containing such a provision, with an acknowledgement of the order bearing the supplier's standard terms.

Conclusion

So, if you decide not to negotiate, make sure that your conditions appear on the last document passing between the parties prior to the actual delivery of goods – fire that last shot!

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Revision

out in the Tier 2 Codes of Practice.

secretary also asked the independent Migration Advisory (C) to report on whether there is an economic case to restrict w range of occupations for which there is a long-term skills K.

ere recently encouraged to submit evidence to MAC via the online questionnaire provided by the Confederation (CBI). In the questionnaire, employers were asked why Tier 2 restricted in this way with reference to the potential business s may have for them. The MAC is required to publish its d of July.

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e originally appeared in 'Finance Director' May 09 and a full sion can be found on our website at www.wrighthassall.co.uk

Merger difficulties emerge

One of the most welcomed changes to be implemented by the Charities Act 2006 was the introduction of a Register of Mergers. The purpose of the Register is to ease the process by which legacies left in a Will to a particular charity are transferred if that charity has merged with one or more others before the death of the testator.

Prior to the introduction of the Register of Mergers there was a problem with legacies failing because the charity to which the legacy was made no longer existed. To deal with this problem, and to safeguard legacy income for a merged charity, it was common for the shell companies of the old charity to be kept in existence following a merger. This approach enabled any legacies left to the original charity to be received by the shell company and then transferred to the new merged charity, rather than be lost altogether. However, the retention of the shell company might create extra expense and administrative burdens, such as Companies Act requirements to prepare accounts and an annual return.

It was hoped that the Register of Mergers would remove the need to retain shell companies following a merger. Details of a merger can now be entered in the Register of Mergers (which is a public document). It was intended that gifts to the old charity, taking place

on or after the date of a merger, would take effect as if they were gifts to the new merged charity.

However, despite the early optimism surrounding the introduction of the Register, it is now considered that the drafting of the legislation introducing the Register is not robust enough.

The Charity Commission has become concerned that merged charities might not be able to receive income from legacies made out to their pre-merger names and has recently met with the Attorney General to discuss the problem of transferring legacies.

A particular problem arises where a clause in a Will names an alternative charity as recipient if the first-named charity has ceased to exist. In those circumstances, the provisions in the Charities Act 2006 may not be strong enough to override the provisions in the Will.

Until the problem with the drafting of the Charities Act 2006 has been resolved, we are advising merging charities to continue to retain shells of their old organisations to ensure that legacies are protected.

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Savings plan

Tim Pollard, head of sustainability at Wolseley UK, spoke to 35 representatives from the construction industry at a Wright Hassall Law Bytes seminar.

Tim hosted the event at Wolseley's £3.2million Sustainable Building Center at Spa Park, Leamington, to highlight the long-term savings that firms and their clients could make.

Tim said: "The trend towards more sustainable products is being driven by economic, legislative and environmental factors. We highlighted a number of ways in which companies can benefit from investing in sustainable products and renewable technologies."

Tim is pictured with Philip Harris, head of the construction unit at Wright Hassall.

Opening Family Courts of little consequence to most

Family courts have been open to the media since late April but, for ordinary families, there are likely to be few changes.

The family courts in England and Wales have traditionally operated in private – away from the press or members of the public – when dealing both with divorce and its financial consequences, and child welfare issues.

New rules covering family proceedings came into effect on 27th April which allow UK press card holders to attend certain family court hearings for the first time – although access will still be prohibited to the general public. This change is partly in response to growing public concerns that proceedings are conducted behind closed doors, and this has been particularly apparent with high-profile cases like that concerning Baby P.

However, the restrictions placed on reporting mean that, in most cases, journalists will not be able to write about what they see and hear. It is likely that they will only take advantage of their new freedom in

England and Wales where the person involved in proceedings is high-profile, or where a matter of public importance is to be considered.

There are still measures in place designed to protect children and vulnerable people connected to the case. The media can be barred from hearings where their exclusion is deemed necessary. For example:

- in the interest of any child concerned in, or connected with, the proceedings;
- for the safety and protection of parties, witnesses, or any person connected to the above;
- for the orderly conduct of proceedings – which is apparently intended to cover situations where more journalists wish to attend than a court can physically accommodate.

If there are concerns about the presence of representatives of the press in court, an application may be made to have them excluded. The Judge will consider the sensitivity of any information which is likely to be disclosed. The provisions will therefore not

extend to hearings which are conducted for the purpose of judicially assisted conciliation or negotiation.

Restrictions are still in place to protect sensitive information, so the provisions do not entitle a media representative to receive or peruse court documents referred to in the course of evidence, submissions or judgment without the permission of the court and resulting reports will be published in an anonymous form.

The government's decision to open the family courts to the media was designed to restore some of that lost faith in the judicial system. But the protective restrictions are very tight, which means, when it comes to 'ordinary people,' the media are unlikely to report the proceedings anyway.

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HOT SHOTS: Wright Hassall's Paul Rice (centre) teamed up with Nicki Brocklesby a surveyor with King West, Market Harborough and Nick Hollick of Honesberrie Shooting School at Priors Marston to win the annual Hazelwoods Clay Pigeon Challenge Cup.

CIO update

The consultation procedure carried out by the Charity Commission and the Office of the Third Sector in relation to Charitable Incorporated Organisations ("CIO") closed in December 2008 and the results were due to be published during May but were not available at the time of writing.

As previously reported, the CIO will be new corporate structure, registered and regulated by the Charity Commission, which specifically applies to charities. It will be an alternative to incorporation under the Companies Acts and will not require regulation under both company law and charity law.

It is expected that as a result of the feedback received during the consultation exercise the regulations introducing CIOs will be amended so that they don't rely so heavily on company law.

In particular, it is possible criminal penalties for CIO trustees who fail to meet their legal duties might be replaced by civil sanctions or the Charity Commission's existing enforcement powers and the requirements relating to maintaining a register of members might be relaxed.

At the same time as publishing the results of the consultation exercise, the Office of the Third Sector is also due to publish a timetable for the introduction of CIOs. There has been some slippage in the target implementation date and it now looks unlikely that the new structure will be available before April 2010.

We believe that many charities will be interested in the simplicity of the model afforded by the CIO and that the straightforward method of converting to CIO status will prove attractive.

We will keep a close eye on developments and will be advising our charitable clients on the best way forward so that those wishing to convert can do so quickly and efficiently.

Contractually bound by email . . .

A recent case decided in the High Court will be of interest to all businesses which conduct contractual negotiations by email.

In *Grant v Bragg [2009] EWHC 74 (Ch)*, the court held that the claimant, Mr Grant, had agreed to be bound by a draft share sale agreement when he accepted its wording in an email to the lawyer of the defendant, Mr Bragg.

The High Court ruled that it reflected commercial reality, as well as being the objective intention of the parties, that Mr Grant should be bound by the terms of the draft agreement without having signed the actual document. His agreement to its terms in his email, which was not marked as 'subject to contract', was sufficient to conclude the contract in the court's view.

The case confirms that contracts may be concluded by email which was already settled law. It also underlines how important it is, when parties are negotiating a draft contract via email, that such e-correspondence is clearly qualified as being non contractual, otherwise an emailed indication of acceptance could be legally binding.

. . . but not by performance

Perhaps slightly unexpectedly (in the context of the above), the Court of Appeal has recently found that, in spite of the parties to a case having performed what looked like a contract for a period of time, there was, in fact, no contract. The case was *RTS Flexible Systems Limited v Molkerei Alois Muller GmbH [2009] EWCA Cie 26*.

The defendant company had engaged the claimant company to design and install packaging lines at the defendant's factory. The proposed written agreement between the parties was very long, and they decided to enter into a simpler, fixed term interim written contract to allow the work to commence while the main contract was being negotiated. The interim agreement was extended a few times before it expired. By that point most of the very extensive main agreement had been agreed - but not all of it. Importantly, the written terms being negotiated included a provision that they would not come into effect until they had been executed by the parties.

The Court of Appeal held that, despite performance, there was no contract between the parties. Any such contract would have been a variation of the terms which were being negotiated, but those written terms expressly stated that they didn't apply until they were signed. The court could not assume that the parties had reached a separate consensus distinct from the terms they were negotiating, nor apply an agreement which the parties themselves had not reached. This judgement will be relevant to businesses that, due to time pressures, enter into interim arrangements while main contracts are being negotiated. It gives helpful guidance on the sort of protective wording which should be included in the draft agreement being negotiated to prevent any contract being implied from the parties' performance of interim agreements which have since lapsed.

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Plan with the experts

Wright Hassall has formed a Corporate Estate Planning team to guide business owners, entrepreneurs and their key staff through the current turbulent financial and tax climate.

Using its considerable expertise in corporate, employee incentive and private client law, the team will provide advice on a number of key areas.

Will and Estate Planning

Business owners can maximise the tax savings on their estate by appropriate will planning. Overall return can be maximised whilst protecting assets from tax, relationship breakdown and financial difficulties. Will planning will also ensure the interests of dependants are protected.

Death in Service and Pension Planning

Succession planning should take account of any death in service benefit that may be payable and/or pension benefits that may be received by family members. Tax savings and business efficiencies can be achieved through pension planning and properly structured corporate pension contributions.

Business Structure

Businesses must be structured so as to be as tax efficient as possible. WH can work alongside existing advisers, such as accountants, financial advisers and bankers, to ensure that the structure meets both commercial and tax goals.

Employee Incentives

Considerable cost savings for both businesses and employees can be achieved through well designed employee incentives. With income tax and national insurance rates increasing and changes to the pensions'

relief rules, businesses should assess the effectiveness of their employee reward arrangements. Structuring incentives in a tax efficient manner could result in employees receiving almost twice the return than under an incentive which is subject to income tax and national insurance.

Succession Planning

Succession planning provides a smooth transition for businesses and estate planning for business owners, whilst taking account of tax efficiencies and minimising the threat of acrimonious disputes. Whether business owners pass on businesses to their children or wish to prepare the business for eventual sale, careful planning can help to minimise the capital gains tax payable. With the introduction of the new 50% income tax rate WH can advise on family trusts which pass income down to family members.

Protection Plans and Keyman Insurance

A Shareholder Protection Plan helps businesses to withstand the loss of a key business owner, to ensure that a deceased business owner's family receives full benefit for a deceased shareholder's share in the business whilst also minimising the threat to the on-going viability of the business.

WH believes in providing high quality advice which is practical and business focussed. One of its key aims is to work with clients' existing advisers to provide a collaborative approach to estate and tax planning.

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Diary dates

7 July – Seminar

Home Truths:

Advising the Older Client

4.30pm Wright Hassall offices

9 July – Seminar

Use of Social Networking Sites

9.00am – 11.00am

Wright Hassall offices

8 September – Seminar

Warwickshire Property Forum

The Demise of the Institutional Lease

4.00 – 6.00pm

Wright Hassall offices

9 October

Annual Construction Conference

Feedback

Included in this issue of NewsBrief is a feedback form. It should only take a moment to complete and it will enable us to ensure that our records are up to date. Many thanks.

Casenotes for lawyers and doctors

New procedures for coroners and changes in death and cremation certificates were among the topics discussed at a recent medico-legal group meeting at Wright Hassall.

The well-attended event heard a lively discussion between medical and legal professionals on the latest developments.

The group, which formed last year, now has 50 members drawn from the medical and legal professions across Warwickshire, Coventry, Birmingham and the wider region.

Jeanette Whyman, head of the clinical negligence and personal injury department at Wright Hassall, said: "We formed the group to provide a forum for professionals affected by medico-legal issues.



Adam Brain (left) and Jeanette Whyman of Wright Hassall with Mr Richard Matthews, a reconstructive, plastic and hand surgeon consultant.

"We tackle important topics which have stimulated some excellent debates and shows how vital it is for both professions to engage in such issues at this level. There are a lot of experts in the group and so we are

finding the meetings very beneficial."

Membership is open to anyone within the medical and legal professions and Adam Brain at Wright Hassall can be contacted on 01926 880721 for more information.

Flu preparation

Midlands businesses were told how to protect themselves against the potential swine flu crisis at a free seminar. Wright Hassall hosted the event for HR professionals in June, to advise on how to prepare their workplace for a possible pandemic.

Ian Besant, of Wright Hassall, said: "HR departments will not only need policy in place to deal with any potentially ill staff, but also plans to deal with their absences.

"There are several measures that should be taken as soon as possible, to ensure there is a firm contingency plan in place. In this climate, a worst case scenario is that a business cannot function because its workforce is too depleted."

For more information contact Ian on 01926 880709.